



PARKS & RECREATION
(520) 445- 7850
17501 S CAMINO DE LAS QUINTAS

Guideline #01-2018 Facility Reservation and Rental Permit

Background:

The purpose of a facility reservation and rental permit is to allow an individual, group or organization to reserve a park facility for a certain person or group of persons to the exclusion of others and for specific purposes.

The types of park facilities that are available for reservation include picnic ramadas, tennis, volleyball and basketball courts, sport fields, amphitheater, gazebo, designated turf and park areas, specialized park areas (i.e., skate spot), concession stands and similar. Rooms and enclosed courtyards may also be available at recreation centers.

Outdoor picnics, outings or gatherings sponsored by an individual or organization that will be attended by 100 or more persons require a permit.

Permit holder has priority use of the area indicated on the permit; it is a violation of park rules to disturb or interfere unreasonably with any person or party occupying any area, or participating in any activity, under the authority of a permit, license or reservation.

Permit holders have non-exclusive use of park restrooms, parking lots, playgrounds, pathways, and similar which remain open to the general public.

The permitted use of a facility by a user does not, in any way, constitute an endorsement by the Town of Sahuarita of the policies or beliefs of the user.

Definitions:

- "Permit" means authority issued by the parks and recreation director granting a named person or persons permission to perform a specified activity in a park or any portion thereof. (Town Code 12.05.010)
- "Reservation" means authority issued by the director for named person(s) to use a park or any portion thereof for a specified date, time and purpose.

Guidelines for Issuance:

1. Applicants must identify all third party vendors (name of company and type of equipment being rented) that they will use in conjunction with the facility rental. Third party vendors must have current business license and insurance, and applicant must provide proof.
2. Beer and Wine Permits are available in conjunction with room, enclosed courtyard, and picnic ramada rentals, except when the picnic ramada is located on a "school park" campus.
3. Applicants must request equipment and services in conjunction with the reservation; requests for equipment and services are subject to availability and additional fees.
4. Depending upon the purpose of the rental and the nature of the activities, the Applicant/Responsible Party may need to apply for a separate Town-issued special event permit, provide the Town with a Certificate of Insurance and Endorsement, or other requirements including but not limited to Commercial Use Permit, Business License, or Health Permit.
5. If insurance is required due to the nature of the activity, applicant must provide the Town of Sahuarita with a Certificate of Insurance (COI) and Endorsement, naming the Town of Sahuarita as an additional insured for 1 million dollars per occurrence. The policy must be primary and non-contributory. The Certificate Holder portion of the COI must read Town of Sahuarita, 375 W. Sahuarita Center Way, Sahuarita, AZ 85629.



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Permit Conditions of Issuance:

1. Permit is non-transferable.
2. Permit is only valid for date, times, and location identified on permit.
3. Any property damage occurring will be the responsibility of the permit holder. Permit holder must pay the Town within 10 days from date of use of the facility for any and all loss, breakage or need for repair or excessive cleaning of any furniture, equipment or portion of facility. The burden of proof shall be upon the permit holder to prove that loss or damage was not caused by the permit holder and their attendees.
4. Park hours as posted must be observed by permit holder.
5. Permittee must retain possession of permit/receipt on park premises at all times while using park and shall show the permit/receipt to police or park officials upon request.
6. Permittee shall follow all Town of Sahuarita rules whether posted or not, as listed in Title 12 of the Town Code and all posted park rules.
7. Any person using a permit, reservation or license shall be bound by all park rules and regulations and all applicable state statutes and the town codes as fully as though they were inserted in the form.
8. Glass beverage containers are not permitted.
9. Do not tape, glue, tack, staple, nail or otherwise attach signs, decorations or materials on park equipment and facilities.
10. Reserved facilities are provided to the permit holder in a basic state of readiness; permit holder must reserve and rent sufficient time before and after the actual activity for the permit holder to set up and clean up the facility. There may be other permit holders immediately before or after each rental.
11. No refunds for rental dates.
12. Applicant/Responsible Party may be required to provide the Town with a Certificate of Insurance and Endorsement.

Authority: The director is empowered to adopt rules and procedures for the issuance of activity permits. (Town Code 12.10.010). The director is authorized to issue permits, licenses or reservations for park areas and facilities. (Town Code 12.20.020, 12.20.030)

Permit Application:

1. Apply online or in person using the Facility Reservation and Rental Permit Request form.
2. Applicant must be 18 years or older.
3. Apply a minimum of three (3) business days (minimum of 14 calendar days for recreation center rooms and enclosed courtyards) and a maximum of 90 calendar days (maximum of 30 calendar days for sport fields and concession stands) in advance of desired date(s).
4. Staff will verify the need for, and receipt of, any affiliated permits before rental permit is issued.
5. All reservation and rental permits require payment at the time of reservation.
6. Fees are non-refundable. Permit holder may request a transfer of date by submitting request in writing to Department no less than 30 days prior to the original rental date.
7. All renters/permit holders agree to and sign a Facility Use Release, Waiver and Indemnification that states:

The responsible party assumes responsibility and liability for any injury or damage to the facility or to any person while using the facility as a result of issuance of a permit to the responsible party. To the fullest extent permitted by law, responsible party shall defend, indemnify and hold harmless the Town, its elected officials, officers, departments, officials, employees, agents, volunteers, successors and assigns ("Town") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, courts costs, the costs of appellate proceedings, and all claims adjusting and handling expenses) relating to, arising out of, resulting from or alleged to have resulted from the acts, errors, mistakes or



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omissions relating to any action or inaction arising from the exercise of rights, duties or obligations related to the use of facility, including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of the rights and obligations set forth in this Agreement ("Claim(s)"). If any Claim is brought against the Town, responsible party shall have a duty, at its sole cost and expense, to resist or defend such Claim on behalf of the Town, but only to the extent that such Claim results in vicarious/derivative liability to the Town and are caused by the act, omission, negligence, misconduct or other fault of the responsible party, its officers, officials, agents, employees or volunteers, friends, family members or coworkers as provided in the Agreement, provided, however, that the responsible party shall have no obligation to indemnify the Town for the Town's own negligence or willful misconduct. Insurance provisions are separate and independent from the indemnity provisions of this facility use reservation/permit issued, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude, or enforcement of the other provisions. The indemnity provisions of this facility use/issued permit shall survive the termination of this facility use/issued permit.

Cancellation:

The Town reserves the right to revoke the right to use the facility at any time, in the interest of public health, safety or welfare or proper operation of the facility, including during an event if there is a danger or injury or damage to person(s) or property.

Permits and reservations may be revoked upon violation of park rules, state statute, or upon good cause shown.